

| FY 2016 Contract Language Changes  |   |   |  |
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| Contract Section                   | Section Specific Changes  |   |  |
|                                    | (Only substantive changes are noted, minor word changes are not included in this chart)   |   |  |
| All Documents                      | Prior Language  | New Language  | Summary  |
| Agreement for Purchase of Services | <p>8. REPORTING:</p> <p>A. TREATMENT PLAN/SERVICE PLAN/EDUCATIONAL</p> <p>1)The Provider shall submit to the Buyer a proposed written IEP and/or treatment plan, as the case may be, within thirty (30) calendar days of the initiation of services to the child/youth. The IEP/treatment plan shall include at least the following information: type(s) and number(s) of disabilities, and/or mental health and intellectual disability diagnoses, and/or delinquent behaviors which the purchased services are intended to address, prognosis, short and long term goals, expected outcomes, and performance timeframes mutually agreed to between the Buyer and Provider when the services are purchased. All treatment plans shall include at least the following information: short and long term goals, anticipated time of completion,</p> | <p>5. <b>ACCEPTANCE</b> OF CSA SYSTEM OF CARE PRACTICE STANDARDS:</p> <p>8. REPORTING: <i>All individual purchases of services require client/case specific reports be submitted to the Buyer’s case manager within 10 business days of the end of the month, quarter, or discharge, as applicable per the specific service Addendum to this APOS. This assures FAPT reviews are completed timely in order to continue funding.</i></p> <p>A. TREATMENT PLAN/SERVICE PLAN/EDUCATIONAL</p> <p>The Provider shall submit to the Buyer a proposed written IEP and/or treatment plan, as the case may be, within thirty (30) calendar days of the initiation of services to the child/youth. The IEP/treatment plan shall include at least the following information: type(s) and number(s) of disabilities, and/or mental health and intellectual disability diagnoses, and/or delinquent behaviors which the purchased services are intended to address, prognosis, short and long term goals, expected outcomes, and performance timeframes mutually agreed to between the Buyer and Provider when the services are purchased. All treatment plans shall include at least the following information: short and long term goals, anticipated time</p> | <p>1. The insertion of “Acceptance” of the SOC practice standards more appropriately infers the providers’ participation.</p> <p>2. A statement that emphasizes the due date and recipient of the report is added.</p> |

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|  | <p>prognosis, and medications administered (if any).</p> <p><b>B. PROGRESS, MONTHLY, QUARTERLY, AND TERMINATION REPORTS</b></p> <p>1) Progress, Monthly, Quarterly, and Termination Reports shall be submitted to the Buyer’s case manager of the placing agency within 10 business days of the end of the month, quarter, or discharge, as applicable. With the exception of <u>Treatment Foster Care Reports</u> which shall be submitted to <u>both</u> the Buyer’s <u>case manager</u> and to: <u>CSA Program Office, 12011 Government Center Pkwy, 5th floor Fairfax, VA 22038-3406</u></p> <p>2) Progress, Monthly, Quarterly, and Termination Reports shall incorporate progress or lack of progress of child toward treatment goals and reasons thereof, medications administered (if any), medication changes, and any significant incidents affecting the child including change of therapist. Educational progress reports should include progress made by the child or lack thereof indicated by the educational goals/objectives. <u>If the Provider fails to provide any written treatment plan, progress report, educational progress report or termination report in a timely manner, the Buyer may withhold payment of the Provider’s invoices until such plan or report is received.</u></p> <p>3) Progress Monthly, Quarterly, and Termination reports will include progress on independent living goals where applicable.</p> <p>C. All IEPs must be submitted on Fairfax County Public Schools (FCPS) or Falls Church City Public Schools (FCCPS) forms which will be made available by the Buyer.</p> <p>D. For children funded under Virginia Medicaid, a</p> | <p>of completion, prognosis, and medications administered (if any).</p> <p><b>B. PROGRESS, MONTHLY, QUARTERLY, AND TERMINATION REPORTS</b></p> <p>1) Progress, Monthly, Quarterly, and Termination Reports shall be submitted to the Buyer’s case manager within 10 business days of the end of the month, quarter, or discharge, as applicable. With the exception of <u>Treatment Foster Care Reports</u> which shall be submitted to <u>both</u> the Buyer’s <u>case manager</u> and to: <u>CSA Program Office, 12011 Government Center Pkwy, 5th floor Fairfax, VA 22038-3406</u></p> <p>2) Progress, Monthly, Quarterly, and Termination Reports shall incorporate progress or lack of progress of child toward treatment goals and reasons thereof, medications administered (if any), medication changes, and any significant incidents affecting the child including change of therapist. Educational progress reports should include progress made by the child or lack thereof indicated by the educational goals/objectives.</p> <p>3) <i>Each service type requires specific data elements be included in reports. See each applicable service addenda for specific elements.</i></p> <p>4) <i><u>If the Provider fails to provide any written treatment plan, progress report, educational progress report or termination report in a timely manner, the Buyer may withhold payment of the Provider’s invoices until such plan or report is received.</u></i></p> <p>5) Progress Monthly, Quarterly, and Termination reports will include progress on independent living goals where applicable.</p> <p>C. All IEPs must be submitted on Fairfax County Public Schools (FCPS) or Falls Church City Public Schools (FCCPS) forms which will be made available by the Buyer.</p> <p>D. For children funded under Virginia Medicaid, a copy of the monthly written report submitted to Medicaid must also be submitted to the buyer’s case manager within the timeframes</p> | <p>3. Section B has two additional paragraphs, 3 and 4, with original requirements broken out to be seen more clearly.</p> |
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|  | copy of the monthly written report submitted to Medicaid must also be submitted to the buyer's case manager within the timeframes stipulated by Medicaid. | <p>stipulated by Medicaid.</p> <p><b>Insertion of new Paragraph 11.</b></p> <p>11. FINANCIAL REVIEWS OF PROVIDERS:</p> <p>A. Buyer reserves the right to review Provider's financial records for the purpose of determining the financial stability of the company in relation to the County's contracted programs, adequacy of internal controls, and propriety of accounting and or budgetary review of contract funds. These reviews may be conducted either remotely or via onsite visits from Fairfax County officials assigned to conduct such reviews.</p> <p>B. For purposes of the routinely scheduled reviews, contractors may be required to provide to Fairfax County annually, the following records as applicable:</p> <ol style="list-style-type: none"><li>1) Annual Audited Financial Statements and related footnotes and supplemental schedules, to include your Balance Sheet/Statement of Financial Position, Income Statement/Statement of Activities, and your Statement of Cash Flows,</li><li>2) Independent Auditor's Report/Opinion Letter,</li><li>3) Independent Auditor's issuance of any Management Letter Comments (MLC), or a statement that no MLC letter was issued,</li><li>4) Management's Discussion and Analysis (MD&amp;A), if applicable, or a statement that no MD&amp;A was prepared and presented in the financial statements,</li><li>5) Circular A-133 audit opinion letter, if applicable, or a statement that it is not applicable,</li><li>6) Commission on Accreditation of Rehabilitation Facilities (CARF) Survey Report, if applicable, or a statement that it is not applicable,</li><li>7) Federal IRS Form-990, 1120, 1065, or other applicable Income Tax return filing as applicable, with all supporting</li></ol> | <p>4. The Department of Administration for Human Services, Contracts and Procurement management annually reviews non-profit providers of contracted services that receive over \$100,000 of County funding. This language addition recognizes the practice.</p> |
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|  | <p>18. RATES: The Provider is required to have all services and rate information entered and up-to-date in the Service Fee Directory by the beginning of the contract year. Any non-payment to the Buyer because of a provider's negligent failure to enter current services and rates into the Service Fee Directory will result in non-payment to the Provider. The Provider states that the rates for the services</p> | <p>schedules and attachments,</p> <p>8) Any M-1 adjustment or other reconciling information needed to agree Financial Statements to the Tax Returns filed, and</p> <p>9) Any other required notifications of financial difficulties or internal control issues that are found that could impair the continuing operability of your County funded programs, as they may occur.</p> <p>10) Should more in depth reviews be deemed necessary, Fairfax County will make specific requests for</p> <p>C. Should more in depth reviews be deemed necessary, the Buyer will make specific requests for additional records, to include but not limited to:</p> <p>1) Transactional supporting documents for</p> <p>a. Revenues and Accounts Receivable</p> <p>b. Accounts Payable and other Expenses</p> <p>c. Procurement and Company Credit Cards</p> <p>d. Banking and Financing</p> <p>e. Payroll and Timekeeping</p> <p>f. Tax filings and tax payments</p> <p>g. Fixed Asset Accounting</p> <p>h. General Ledger</p> <p>i. Company Policy documentation</p> <p>j. Board Meeting Minutes</p> <p>k. Trial Balances and Adjusting/Closing Journal Entries</p> <p>l. Accounting Reconciliations</p> <p><b>Change to Paragraph 18.</b></p> <p>18. RATES:</p> <p>a. The rate negotiated between the Buyer and the Provider shall not exceed that stated in the Service Fee Directory as defined in Title 2.2-5214 of the Code of Virginia.<br/><a href="http://www.csa.virginia.gov/sfd/service_fee_directory.cfm">http://www.csa.virginia.gov/sfd/service_fee_directory.cfm</a></p> <p>b. The Provider states that the rates for the services</p> | <p>5. Rewriting of the paragraph for the incorporation of language from Rates paragraph in Addendum A.</p> <ul style="list-style-type: none"><li>Clarifies that Providers will not bill individually for each child when services are provided to a</li></ul> |
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|  | <p>described in this Agreement are not more than those set forth in the Service Fee Directory, as defined in <a href="#">Title 2.2-5214 of the Code of Virginia</a>. The Provider will not charge or accept from the Buyer compensation for services which is more than the Provider charges other public governmental buyers of equivalent services in equivalent volumes. The Provider agrees that no child or any member of the child's family will be charged a fee besides the rate agreed to by the Buyer for the same service, except services specifically excluded. The rates applicable to services provided in accordance with this Agreement appear on the "Rate Sheet" attached to this Agreement. The Buyer may purchase only those services included on the Rate Sheet attached to this Agreement. In the event the Provider elects to offer services not included on the Rate Sheet attached hereto, the Provider will submit to the CPMT a request to add the service. Approval from the CPMT shall be secured prior to the offering of the service. Failure to obtain such approval will result in non-payment for such services. The Provider guarantees that any cost incurred pursuant to this Agreement shall not be included or allocated as a cost of any other federal, State, or locally financed program.</p> | <p>described in this Agreement are not more than those set forth in the Service Fee Directory. The negotiated rate is set forth on the Rate Sheet attached hereto and made a part hereof.</p> <ul style="list-style-type: none"><li>c. Any non-payment to the Buyer because of a provider's negligent failure to enter current services and rates into the Service Fee Directory will result in non-payment to the Provider.</li><li>d. The rates applicable to services provided in accordance with this Agreement appear on the "Rate Sheet" attached to this Agreement. The Buyer may purchase only those services included on the Rate Sheet attached to this Agreement. In the event the Provider elects to offer services not included on the Rate Sheet attached hereto, the Provider will submit to the CPMT a request to add the service. Approval from the CPMT shall be secured prior to the offering of the service. Failure to obtain such approval will result in non-payment for such services.</li><li>e. To the extent that any charges are billed to the Buyer on a per session or per treatment basis, the Buyer shall have no obligation to pay amounts charged for sessions or treatments that a child does not actually receive for any reason, including, without limitation, absence or illness. The Provider agrees that its submission to the Buyer of any invoice on which charges are billed on a per session or per treatment basis constitutes its certification that all services for which payment is requested thereby have been provided to the FCPS/FCCPS student identified therein.</li><li>f. The Provider agrees that no child or any member of the child's family will be charged a fee besides the rate agreed to by the Buyer for the same service, except services specifically excluded.</li><li>g. <i>The Provider agrees to not bill per child when services are provided concurrently, such as in supervised visitation between a parent and a sibling group or for family therapy for multiple siblings.</i></li></ul> | <p>sibling group concurrently.</p> <ul style="list-style-type: none"><li>• Includes requirement that Providers request rate increase 45 days prior to start of subsequent Fiscal Year.</li></ul> |
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|  |  | <div>h. Any amounts paid by the Buyer pursuant to this Agreement which are subsequently determined to be inappropriate for any reason, including without limitation, those services not actually provided, may be offset against any other amounts to be paid to the Provider by the Buyer</div> <div>i. Rate increases are not automatic and require CPMT approval. All rate increase requests must be submitted by the provider in writing to the CSA Contracts Analyst 45 days prior to the end of the fiscal year or a minimum of 45 prior to proposed effective date. This allows for proper review and approval. Rate increase are not retroactive to request date.</div> <div>j. The Provider will not charge or accept from the Buyer compensation for services which is more than the Provider charges other public governmental buyers of equivalent services in equivalent volumes.</div> <div>k. The Provider guarantees that any cost incurred pursuant to this Agreement shall not be included or allocated as a cost of any other federal, State, or locally financed program.</div> <div>Insertion of new Paragraph 28.</div> <div>28. CERTIFICATION OF ELIGIBILITY:</div> <div>A. In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the provider certifies, to the best of its knowledge and belief, that the organization nor its principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal, State and local government procurement or nonprocurement programs, are not listed in the <i>List of Parties Excluded from Federal Procurement and Nonprocurement Programs</i> issued by the General Services Administration.</div> <div>B. “Principals,” for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a</div> | <div>6. This additional language requires notifying the CSA Contracts Coordinator should they be debarred by the Federal, State and/or Local Government.</div> |
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|  |   | <p>business entity (e.g., general manager, plant manager, head of a subsidiary, division or business segment, and similar positions).</p> <p>c. The Provider shall provide immediate written notice to the CSA Contracts Coordinator if, at any time during the period of the APOS, the Provider that this certification is erroneous or becomes erroneous by reason of changed circumstances.</p>   |  |
|  | <p>36. PERIOD OF CONTRACT: The period of this contract shall be from July 1, 2015 through June 30, 2016. The Buyer reserves the right to renew the contract for up to two (2) years, one fiscal year at a time. In the event the parties to this Agreement have not reached mutual agreement as to the rates or terms <u>prior to the expiration of this Agreement</u>, this Agreement shall be extended on a month to month basis. The Provider will continue services for the existing enrollment(s)/placement(s) at the current rates until agreement is reached. The Buyer will continue to pay for services for the child(ren)</p> | <p>29. ANCILLARY SERVICES:</p> <p>b. Providers are encouraged to use Virginia Medicaid certified providers for medical, dental, psychotherapeutic services and eligible services that are ancillary to an IEP, including but not limited to Occupational Therapy, Physical Therapy, and Speech and Language therapy. A list of Providers who have enrolled with Virginia Medicaid is available at: <a href="http://www.dmas.virginia.gov">http://www.dmas.virginia.gov</a> then click on the link for Provider Search.</p> <p>36. PERIOD OF CONTRACT: The period of this contract shall be from July 1, 2015 through June 30, 2016. The Buyer reserves the right to renew the contract for up to two (2) years, one fiscal year at a time. In the event the parties to this Agreement have not reached mutual agreement as to the rates or terms <u>prior to the expiration of this Agreement</u>, this Agreement shall be extended on a month to month basis. <b><i>If the provider has requested a rate increase per Paragraph 18</i></b>, the Provider will continue services for the existing enrollment(s)/placement(s) at the current rates until agreement is reached. The Buyer will continue to pay for services for the child(ren) &amp; youth already placed with the Provider at the current rates, <b><i>or payments can be held at the</i></b></p> | <p>7. Insertion of services ancillary to an IEP as they are often Medicaid eligible services for youth with Medicaid/Magellan being service in a private day school setting</p> <p>8. Language to include the requirement that Providers request a rate increase and the impact of a lack of a signed rate agreement for the subsequent Fiscal Year if no agreement is reached.</p> <p>Adding language to reflect the financial process in practice.</p> |

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|  | & youth already placed with the Provider at the current rates until agreement is reached. No new placements will be made with the Provider until agreement to the new rates is reached. No retroactive rate payment will be made by the Buyer. | <i>provider's request, until</i> agreement is reached. No new placements will be made with the Provider until agreement to the new rates is reached. No retroactive rate payment will be made by the Buyer, <i>unless the Provider requests payments held until agreement is reached.</i> |  |
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| <p><b>Addendum<br/>A,<br/>Private Day<br/>Education</b></p> | <p>9. ONE-TO-ONE EDUCATIONAL SUPPORT: One-to-one educational support is to assist youth in the classroom setting to meet their educational goals. One-to-one educational support can be provided to comply with the IEP goals or at the request of the FCPS/FCCPS staff. Prior approval from the Buyer is required prior to initiation of one-to-one educational support</p> | <p>7. GRADUATION REQUIREMENTS:</p> <p>b. <i>The LEA may waive the requirement for students to receive 140 clock hours of instruction to earn a standard unit of credit upon providing the Board with satisfactory proof, based on Board guidelines, that the students for whom such requirements are waived have learned the content and skills included in the relevant Standards of Learning.(22.1-253.13:4. Standard 4. Student achievement and graduation requirements)</i></p> <p>9. <b><i>SPECIAL EDUCATION RELATED SERVICES: Services identified within an IEP to be delivered to youth placed in private education schools. Services include, but are not limited to: occupational therapy, physical therapy, speech therapy).</i></b></p> <p>a. <b><i>ONE-TO-ONE EDUCATIONAL SUPPORT: One-to-one educational support is to assist youth in the classroom setting to meet their educational goals. One-to-one educational support can be provided to comply with the IEP goals or at the request of the FCPS/FCCPS staff. Prior approval from the Buyer is required prior to initiation of one-to-one educational support.</i></b></p> <p>b. <b><i>OCCUPATIONAL THERAPY: provided individually and in a group setting.</i></b></p> <p>c. <b><i>PHYSICAL THERAPY: provided individually and in a group setting.</i></b></p> <p>d. <b><i>SPEACH AND LANGUAGE THERAPIES: provided individually and in a group setting.</i></b></p> | <p>A1. Add possible waiver of required credit hours per 22.1-253.13:4 as amended by <a href="#">HB 1675</a>)</p> <p>A2. Additional services that are included in IEPs and provided to students.</p> |
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|  | <p>12. RATE NEGOTIATION: The rate negotiated between the Buyer and the Provider shall not exceed that stated in the Service Fee Directory. The negotiated rate is set forth on the Rate Sheet attached hereto and made a part hereof.</p> <p>a. To the extent that any charges are billed to the Buyer on a per session or per treatment basis, the Buyer shall have no obligation to pay amounts charged for sessions or treatments that a student does not actually receive for any reason, including, without limitation, absence or illness. The Provider agrees that its submission to the Buyer of any invoice on which charges are billed on a per session or per treatment basis constitutes its certification that all services for which payment is requested thereby have been provided to the FCPS/FCCPS student identified therein.</p> <p>b. Any amounts paid by the Buyer pursuant to this Agreement which are subsequently determined to be inappropriate for any reason, including without limitation, those services not actually provided, may be offset against any other amounts to be paid to the Provider by the Buyer.</p> | <p><b>DELETED</b></p> <p>14. APPEARANCES: It is understood that in the course of the provision of services the Provider's staff may be called upon by the Buyer's case manager to appear for Family Resource team meetings, Family Partnership Meetings, and FAPT meetings. Information to be provided at such meetings may include assessments, evaluations,</p> | <p>A3. Rates are covered in the APOS, Paragraph 18. Language is incorporated into new paragraph.</p> <p>A4. As a participant in the SOC, provider fee for service time for</p> |
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|                                |  | <p>recommended services, the services provided, and the progress resulting from the service interventions. The Buyer will make every attempt to notify the Provider well in advance of the Provider's requirement to appear at meetings. The provider may bill for the staff and/or subcontractor's time at the agreed upon hourly rate as stated on the rate sheet for the actual time of attendance at the meeting or appearance by telephone.</p> | <p>participation in multidisciplinary team processes can be compensated, similar to that of Outpatient Therapy providers.</p> |
| <b>Addendum B , Congregate</b> | <p>The Addendum for Residential services now is called <b>Addendum B, Congregate Care and Residential Services</b>. There are no changes to the requirements of the services formerly provided under Addendum E, Group Homes. All of these requirements are the same as the requirements of providers of Residential Treatment. The Private Residential School service and details are now broken out due to the implementation of the Standard Service Names. The discriminating factors when choosing a group home</p> |  |   |

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| Care and Residential Services              | (Level A or Level B) or a choosing a Residential Treatment Center (Level C) are the level of clinical services needed and when choosing a Private Residential School or a Residential Treatment Center is the presence of an IEP for residential education.  |
| Addendum C – Home-Based Services,          | The integration of the State’s <b>Standard Service Names</b> brought a new service sub-category, Family Support Services, and additional definitions of currently purchased services under Home Based Services. The Attachment to Addendum C includes the service names and detailed definitions that currently meet the needs of the CSA SOC. Also included is the new DFS-CYF Visitation Policy. No other substantive changes were made to the addendum. |
| Addendum D— Treatment Foster Care Services | The integration of State’s Standard Service Names impact service names and the Treatment Foster Care Levels provide details regarding placement of children and youth in a TFC, and the expectations of the Buyer and the Provider. Included are direct references to Virginia State Code and the Virginia Department of Social Services Child and Family Services Policy Manual. No other substantive changes were made.                                  |
| Addendum E, GROUP HOMES                    | Entire Addendum is DELETED and incorporated in the Congregate Care and Residential Services Addendum.  |